

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GUILLERMO IGNACIO *et al.*,

Plaintiffs,

-v-

BEDFORD PITZA CORP. *et al.*,

Defendants.
-----X

21 Civ. 5724 (JPC)

ORDER

JOHN P. CRONAN, United States District Judge:


The parties shall appear for a conference on December 21, 2021 at 11:30 a.m. to discuss the Settlement Agreement and General Release. Dkt. 34-1. At the conference, the parties should be prepared to discuss paragraph 7 of the Settlement Agreement concerning “No Future Employment.” *Id.* at 3. Specifically, the Court directs the parties to consider the propriety of this provision in light of case law providing that “[c]ourts in this Circuit have consistently rejected FLSA settlements that seek to prevent plaintiffs from having a future employment relationship with the defendant as contrary to the underlying aims of the FLSA.” *Zekanovic v. Augies Prime Cut of Westchester, Inc.*, No. 19 Civ. 8216 (KMK), 2020 WL 5894603, at *5 (S.D.N.Y. Oct. 5, 2020).

The parties also should be prepared to discuss paragraph 15 of the Settlement Agreement in which “Plaintiff acknowledges that he has been given an opportunity to consider this Agreement for at least twenty-one (21) days, and that he fully understands and agrees to all of its terms.” *Id.* at 5. Specifically, Plaintiff’s counsel’s time records indicate that she did not begin drafting the settlement agreement until December 6, 2021, and that she sent the agreement to Plaintiff on December 7, 2021, which is less than 21 days from counsel’s submission of the agreement to the Court. Dkt. 34-2 at 1-2.

At the scheduled time, counsel for all parties should call 866-434-5269, access code 9176261.

SO ORDERED.

Dated: December 14, 2021
New York, New York



JOHN P. CRONAN
United States District Judge